

Crown Pastoral Land Tenure Review

Lease name : Mt SOHO STATION

Lease number : PO 339

Due Diligence Report (including Status Report) - Part 2

This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

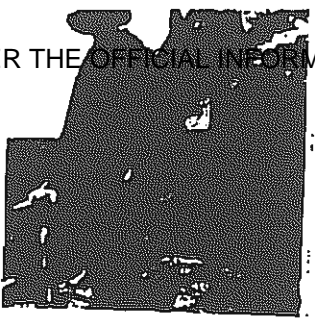
Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

The report attached is released under the Official Information Act 1982.

July 09

Pack Trips

RELEASED UNDER THE OFFICIAL INFORMATION ACT

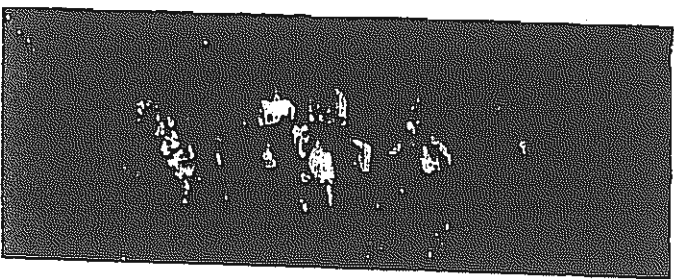


We would like to invite you to come and explore the majestic back country of New Zealand's South Island.

We provide a comfortable camp with good homestyle cooking. Everything is furnished except your personal gear and fishing license.

- = HUNTING - Red Deer and Goats abundant in the area.
- = SEASONS - we operate all year round.
- = PERSONAL GEAR - Mountain weather conditions are very changeable, so be prepared for extremes. Bring lightweight clothing and good rain gear, as well as warm clothing, good foot wear and a warm sleeping bag. Quality wet weather gear and sleeping bags available on request.

At present we are operating three to four day pack trips through the Motatapu Valley in Central Otago.



Lead in KF Alex 14/9/99



1 DAY TREKS

Two hours in duration. Departs twice daily. Times may vary due to seasonal changes.

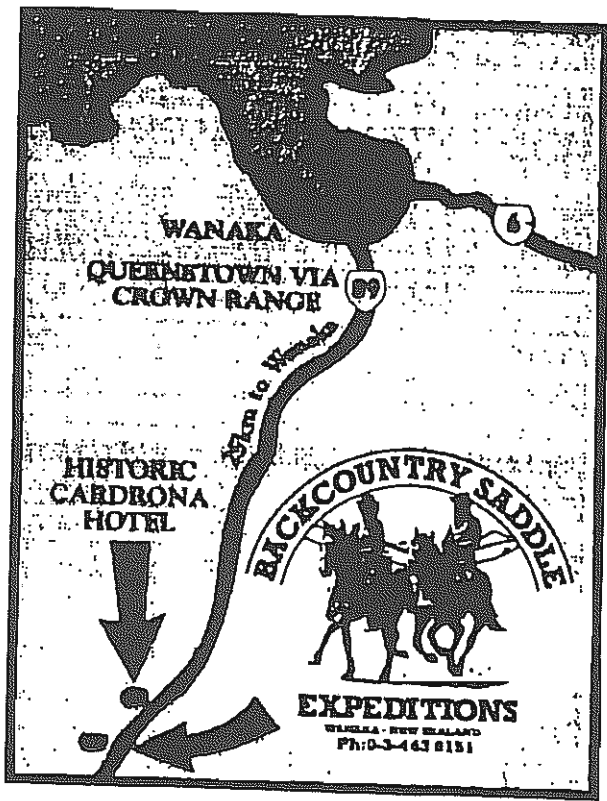
FULL DAY TREKS

Minimum of two people. One days notice required. Previous riding experience not essential.

For more information, contact Debbie Thompson, RD1, Cardrona Valley, Wanaka, New Zealand. Phone 0-3-443 8151



- GROUP DISCOUNTS AVAILABLE
- COURTESY COACH AVAILABLE
- SAFETY HELMETS SUPPLIED.
- WET WEATHER GEAR SUPPLIED ON REQUEST.



Inc 97
9.30 a.m. to 7.0 p.m.

2 hrs Adults \$45
Chn \$30



WANAKA - NEW ZEALAND

\$130 Overnight
\$115 Full day



RELEASED UNDER THE OFFICIAL INFORMATION ACT

WANAKA VISITORS CENT

PAGE 01

CHRISTCHURCH
23 MAY 2000

RP17
34

24 MAY 2000

CONSENT TO THE ISSUE OF A
RECREATION PERMIT OVER PASTORAL LEASE LAND

The Lessee of MT SOHO pastoral lease, or his/her authorised agent hereby gives consent to Commissioner of Crown Lands to issue a Recreation Permit under Section 66A of the Land Act 1948 to NZ BACKCOUNTRY SADDLE EXPEDITIONS CARDRONA for the purpose of carrying out the following activities:

HORSE TREKING

For a term of 5 years from 1-1-00 to 31-12-04.

Consent is conditional on the following conditions being applied to the recreation permit which pertains to the protection of the rights granted under the pastoral lease:

Signed:

[Signature]
RF Monk MT Soho.

RECREATION PERMIT UNDER THE LAND ACT 1948

WHEREAS the Commissioner of Crown Lands acting for and on behalf of HER MAJESTY THE QUEEN (hereinafter referred to as "the Grantor") has under the provisions of the Land Act 1948 authorised a recreation permit to be issued to DA & DA THOMPSON of Cardrona (hereinafter referred to as "the Permit Holder") over that piece or parcel of land more particularly described in the Second Schedule hereto (hereinafter referred to as "the said land").

NOW THEREFORE the Grantor doth hereby authorise the Permit Holder to use the said land for the purpose and activities set out in the First Schedule hereto (hereinafter referred to as "the said operations") for such a term to apply to the respective properties as set out in the Second Schedule hereto SUBJECT TO the payment of an annual fee as is hereinafter set out payable without demand at the office of LANDCORP PROPERTY LIMITED at Alexandra (hereinafter referred to as "Landcorp") AND SUBJECT ALSO to the following conditions, viz:

1. A fee of 2.5% of the gross income received from activities authorised by this permit (exclusive of GST) is payable for this permit. The income on which the fee will be based is to include the charge to clients for all activities and services provided within the pastoral leases but does not include the cost of transport or accommodation outside the leases. A minimum fee of \$200.00 per annum is payable in two instalments; in June for the July to December period and in December for the January to June period in each year of the permit. Any balance is payable by 31 July following each year of the permit.
2. A penalty payment of 1.25% per annum above the BNZ base bank lending rate shall apply for late payment of the fee.
3. The permit does not convey any other rights on the permit holder and relates solely to the activities listed in the first schedule.
4. Within 20 workings days of the end of each year of the permit Landcorp is to be provided with the following by the permit holder:
 - i. Total number of paying clients serviced within the permitted area.
 - ii. Ticket price of permitted activities for the previous year.
 - iii. Total gross income derived from activities authorised by this permit.
5. If so requested by the grantor the permit holder is to provide the grantors agent Landcorp within 20 working days a declaration stating the gross income derived from permitted activities carried out within the permit area. Such a declaration to be signed by the operators accountant or solicitor.

No open fires are to be lit within the permit area.

7. All rubbish is to be removed from the permit area.
8. All gates within the permit area are to be left open or closed as found.
9. Use of huts within the permit area by the permittee or his clients is entirely at the lessees discretion.
10. *Non use of permit:*

Where the permit is not in active use, it may be revoked unless good cause can be shown why this should not happen.

11. *Transfer:*

The permit may not be transferred. Instead the permit must be surrendered and a new permit applied for. Any new permit may be issued on such terms and conditions as the Commissioner of Crown Lands may determine.

12. *Extensions to Existing Permits/New Permits:*

Where the permit holder wishes to extend the range of activities occurring within the permit area, such activities may be added to the permit.

13. *Compliance with Other Acts:*

The permit holder must comply fully with all provisions of relevant legislation and regulations including compliance with the District Plan.

14. *Insurance:*

The permit holder will indemnify the Crown against all claims costs or damages arising out of the activities authorised herein.

15. *Cancellation:*

The permit is liable to cancellation (forfeiture) for non-compliance with conditions of this permit and non payment of fees.

16. *Public Safety:*

The responsibility for ensuring public safety lies with the permit holder.

17. *Buildings:*

The construction of buildings on the permit area associated with the commercial recreation activities requires the consent in writing of the grantor.

Signed this

day of

19

SIGNED for and on behalf of HER)
MAJESTY THE QUEEN as Grantor by)
the Commissioner of Crown Lands)
in the presence of:)

Commissioner of Crown Lands

Witness: _____

Occupation: _____

Address: _____

SIGNED BY DA & DA THOMPSON of)
CARDRONA)
as grantee in the presence of:)

Witness: _____

Occupation: _____

Address: _____

First Schedule

THAT the permit holder shall operate the following commercial recreation activities on the said land in accordance with the terms and conditions as are herein contained:

Guided Horse Trekking

Second Schedule

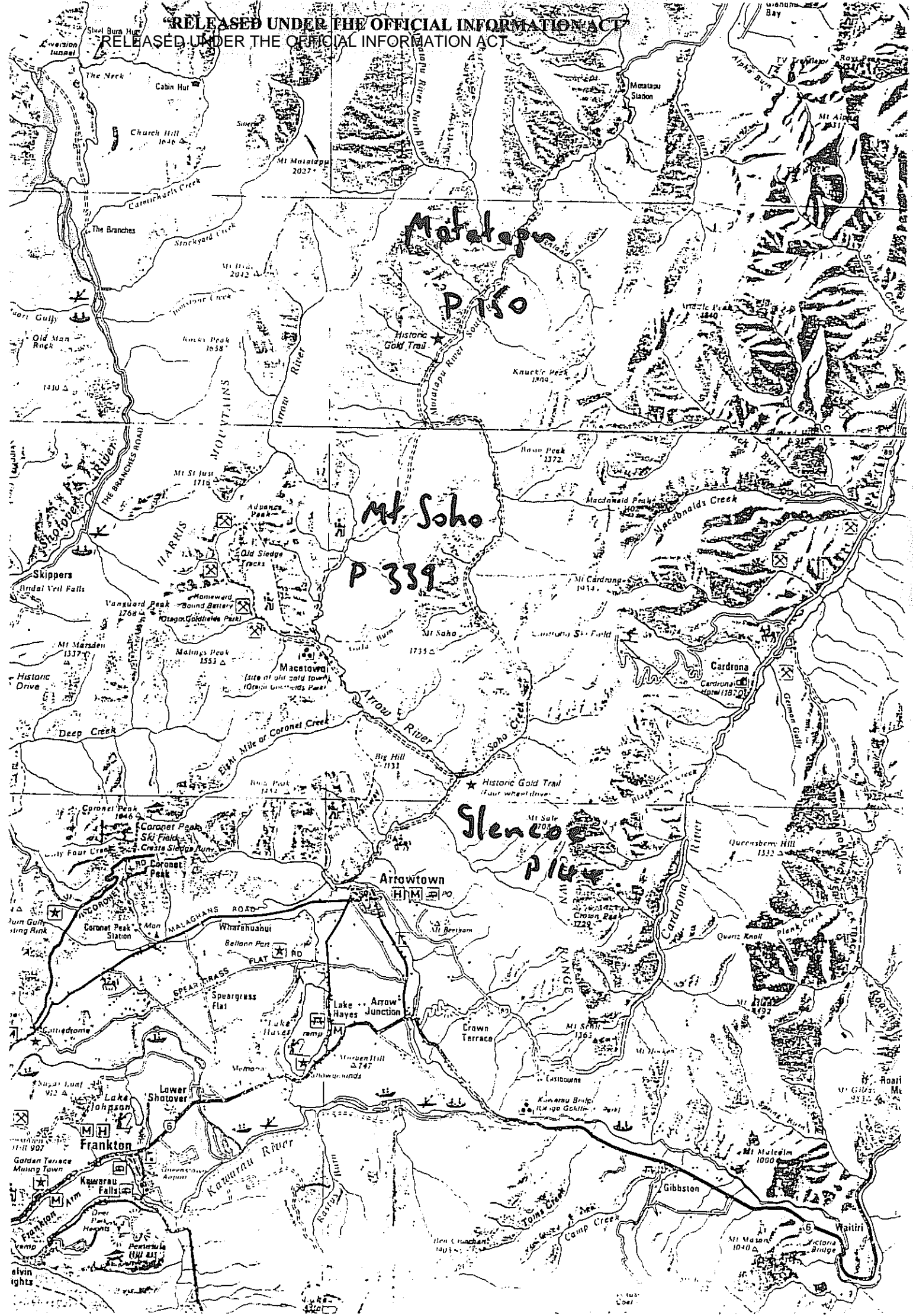
Subject to the conditions of this Recreation Permit approval is given to the permit holder to operate a commercial recreation activity within the area shown on the attached topographical map being within the pastoral leases (s) listed below for a term respective to each property as set out below.

Pastoral Lease

Term

Po150 Motatapu
Po339 Mt Soho
Po144 Glencoe

Five (5) years from 1 July 1993
Five (5) years from 1 July 1993
Five (5) years from 1 July 1993



Schedule D – Recreation Permit issued to Edgewater Resort Adventures Limited

RECREATION PERMIT UNDER THE LAND ACT 1948

PARTIES: THE COMMISSIONER OF CROWN LANDS pursuant to the Land Act 1948 ("the Grantor").

AND EDGEWATER ADVENTURES LIMITED, ("the Grantee").

BACKGROUND:

- A. The Grantee wishes to undertake the activities described in the First Schedule over the land described in the Second Schedule ("the Operational Area").
- B. The Grantor has agreed to grant a non-exclusive recreation permit pursuant to Section 66A of the Land Act 1948 to the Grantee on the terms and conditions set out herein.

THE PARTIES AGREE as follows:

1. AUTHORISATION

- 1.1 The Grantor hereby authorises the Grantee to use the Operational Area for the purposes and activities set out in the First Schedule hereto.
- 1.2 This permit is intended to take effect as a recreation permit under Section 66A of the Land Act 1948 and any enactments passed in substitution thereof and the provisions of the said Act and of the regulations made thereunder shall be binding in all respects in the same manner as if such provisions had been fully set out herein.
- 1.3 This permit does not create any registerable interest in the Operational Area or any other part of the Grantor's land.
- 1.4 This permit is personal to the Grantee and shall not be capable of assignment, charge, transfer or other disposition or dealing including the transfer of shares should the Grantee be an incorporated company, in whole or in part or any purpose whatsoever.

2. TERM

- 2.1 The term of this permit shall be for a period of FIVE years commencing on the 1st day of JANUARY 2001, subject always to the provisions of clause 7 hereof.

3. FEES

- 3.1 The Grantee will pay to the Grantor at the offices of the Commissioner of Crown Lands at Wellington or such other place as the Grantor shall nominate from time to time the annual permit fee of \$500 (*plus GST*) payable without demand in two equal installments in advance on the 1st day of JANUARY and on the 1st day of JULY in each and every year.

4. GRANTEE'S OBLIGATIONS

- 4.1 The Grantee shall:
- 4.1.1 Not remove any vegetation, disturb any soil or light any fire on the Operational Area.
 - 4.1.2 Not at any time cause any building, erection, structure or fence or alteration or addition thereto to be placed or carried out upon the Operational Area.
 - 4.1.3 Comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Permit.
 - 4.1.4 Remove and take away or cause to be removed and taken away all refuse.
 - 4.1.5 Comply with the provisions of the Health and Safety in Employment Act 1992.
 - 4.1.6 Ensure that the activities authorised by this permit will be confined exclusively to the Operational Area and use the Operational Area solely for the activities authorised by this permit.
 - 4.1.7 Take all reasonable precautions to guard against danger on the Grantor's land.
 - 4.1.8 Not interfere or obstruct the Grantor or his/her agent's employees or contractors or authorised invitees.
 - 4.1.9 Only use the constructed tracks on the land.

5. COSTS

- 5.1 The parties shall pay their own costs of and incidental to the documentation of this Permit PROVIDED ALWAYS in addition to any moneys reserved by this permit the Grantee shall pay all reasonable costs, charges and expenses for which the Grantor may become liable in consequence of or in connection with any failure by the Grantee to comply with the terms of this Permit.
- 5.2 The Grantee shall pay the charge as set from time to time by the Survey (Departmental Fees and Charges) Regulations 1998 or any substituted legislation thereof such charge presently being the sum of \$112.50.

6. INDEMNITY

- 6.1 The Grantee hereby indemnifies the Grantor against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor in connection with this permit or as a direct result of the exercise by the Grantee of its rights under this permit, or any breach by the Grantee of its obligations, undertakings or warranties contained or implied by this permit.
- 6.2 The Grantor shall not be liable to the Grantee in contract tort or otherwise in relation to any aspect of this permit (extending to consequential loss, anything arising directly or indirectly from the permit or any activity on the Grantor's land).

7. TERMINATION

- 7.1 Notwithstanding anything contained herein the Grantor shall be entitled to revoke this permit:
 - 7.1.1 at any time and upon the giving of one month's notice in writing of such revocation to the Grantee; or
 - 7.1.2 by written notice to the Grantee of immediate revocation of the permit if the Grantee is in breach of any condition of this Permit PROVIDED THAT such revocation shall not release the Grantee from liability in respect of any breach of any of the conditions of this permit.
- 7.2 This permit will terminate on surrender of the pastoral lease over any part of the land described in the Second Schedule.

8. NOTICES

- 8.1 The address for service for the Grantor shall be as follows or as notified in writing by the Grantor to the Grantee from time to time:

Commissioner of Crown Lands
C/- Knight Frank (NZ) Limited
PO Box 27
ALEXANDRA

Telephone: (03) 448-6935
Facsimile: (03) 448-9099

- 8.2 The address of the Grantee shall be as follows or as notified in writing by the Grantee to the Grantor from time to time:

Edgewater Adventures
59A Brownston Street
WANAKA

Telephone: (03) 443-8422
Facsimile: (03) 443-8422

Dated this 2~~nd~~
19~~th~~ day of Nov
November, 2001

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
by Cirant K. Webley)
pursuant to a delegation from the)
COMMISSIONER OF CROWN LANDS)
in the presence of)



R. Swelsh

Witness Name

PORTFOLIO MANAGER.

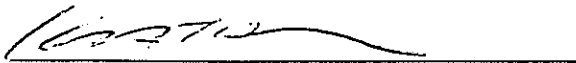
Occupation

CROWN PROPERTY MANAGEMENT.

Address

9- LINZ, CHRISTCHURCH.

SIGNED by EDGEWATER)
ADVENTURES LIMITED by:)

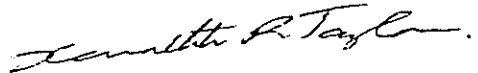


Signature:

Kenn Ross Taylor Hrc.

Name of Director:

Witnessed by



Signature:

KENNETH ROSS TAYLOR
Manager
KNIGHT FRANK (N.Z.) LIMITED
ALEXANDRA

Name of Director:

Note: If constitution allows for execution of documents by sole directors, that signature must be independently witnessed.

CONSENT OF LESSEE

Mount Aspiring Company Limited as lessee of Mount Aspiring Pastoral Lease together with its successors and assigns consents to the issue of a recreation permit to Edgewater Adventures Limited by the Commissioner of Crown Lands pursuant to Section 66A of the Land Act 1948 on the terms of the accompanying recreation permit.

DATED this 8th day of July, 2001

SIGNED by Mount Aspiring Company)
Limited in the presence of:)

J H Aspinall

Signature:

John Henry Aspinall

Name of Director:

Susan L Aspinall

Signature:

Susan Lois Aspinall

Name of Director:

Note: If constitution allows for execution of documents by sole directors, that signature must be independently witnessed.

CONSENT OF LESSEE

D R and S E MacKay and R N Macassey as lessees of Motatapu Pastoral Lease together with their successors and assigns consents to the issue of a recreation permit to Edgewater Adventures Limited by the Commissioner of Crown Lands pursuant to Section 66A of the Land Act 1948 on the terms of the accompanying recreation permit.

DATED this day of , 2001

SIGNED by D R MACKAY)
as Lessee in the presence of:)

DR Mackay
Signature: L. Mosley

LINDA ELLEN MOSLEY
Name of Witness:

SECRETARY
Occupation:

DUNEDIN
Address:

SIGNED by S E MACKAY)
as Lessee in the presence of:)

S. E. Mackay
Signature: L. Mosley

LINDA ELLEN MOSLEY
Name of Witness:

SECRETARY
Occupation:

DUNEDIN
Address:

SIGNED by R N MACASSEY
as Lessee in the presence of:

)
)

Rn Macassey

L. Mosley

Signature:

LINDA ELLEN MOSLEY

Name of Witness:

SECRETARY

Occupation:

DUNEDIN

Address:

CONSENT OF LESSEE

R I and P J McRae as lessees of Glendhu Pastoral Lease together with their successors and assigns consents to the issue of a recreation permit to Edgewater Adventures Limited by the Commissioner of Crown Lands pursuant to Section 66A of the Land Act 1948 on the terms of the accompanying recreation permit.

DATED this 7 day of 7, 2001

SIGNED by R. I MCRAE)
as Lessee in the presence of:)

R. I. McRae

Signature:

MARGARET GALLOWAY, M. Galloway * Sign here ↓

Name of Witness:

* Business Assistant.

Occupation:

150 AUBREY RD
Address: WANAKA

SIGNED by P J MCRAE)
as Lessee in the presence of:)

R. I. McRae
P J McRae

Signature:

MARGARET GALLOWAY * Sign here ↓
M. Galloway

Name of Witness:

* Business Assistant

Occupation:

150 AUBREY RD
Address: WANAKA

FIRST SCHEDULE

Four Wheel Drive Cross Country

Walking and trekking

SECOND SCHEDULE

- (1) Glendhu Station (*Po379*):

The route marked on the attached plan.

- (2) Motatapu Station (*Po150*):

The route from the Upper Motatapu River Bridge to the gate on the Cattle Flat boundary.

- (3) Mount Aspiring (*Po231*):

The following routes:

- (1) Foot access from Big Creek carpark to Rob Roy Bridge and Aspiring Hut.
- (2) Foot access though the East Matukituki to Glacier Burn.
- (3) *Foot access from East Matukituki old homestead to OBHS Bridge (in event of being caught by rising river).*
- (4) Vehicle access from Camerons Flat to East Matukituki old homestead.
- (5) Vehicle access to Glacier Burn or Aspiring Hut for patient evacuation in cases of genuine emergency only, or for special request purposes.



6 March 2000

Tim Whittaker
Knight Frank
PO Box 27
Alexandra



RE: RECREATION PERMITS

Dear Tim

Enclosed please find the only two Cessee's Consents that have been returned.

After all these years it is actually quite disappointing.

I have been told verbally by Hamish MacKay (Motatapu Station) that they will do all through trips to Mace town and Arrowtown themselves so that actually negates any need for consents from Roger Monk or Glencoe.

I expect that you will contact me in due course.

Yours faithfully

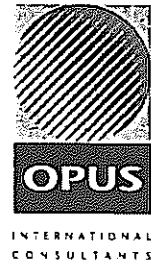
Karl Hall

Brownyn Kess phone 8-3. Asked for copy (again)
of cessee permit app'n for Edgewater Adventures. (As
no app'n attached here)
TKM

LAND STATUS REPORT

**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

Project Number 6NLITR.02/ 456YD



This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50269 dated September 2001 and is undertaken for the purposes of Tenure Review in terms the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Mt Soho				LIPS Ref 12583
Property	1	of	1	

Land District	Otago
Legal Description	Run 23 situated in Soho, Knuckle Peak, Shotover and Kawarau Survey District
Area	7901.8918 hectares
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease P.339
Instrument of title / lease	OT15B/734
Encumbrances	There are no encumbrances
Mineral Ownership	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase
Statute	Land Act 1948 and Crown Pastoral Land Act 1998

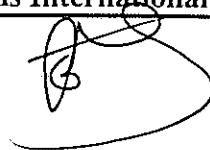
Data Correct as at	13 June 2002
[Certification Attached]	Yes

I, John Stephen Kirk, Property Consultant, Opus International Consultants Limited certify that the above status is in order for approval.

In giving this certification I undertake that the status report has been completed in compliance with all relevant policy instructions and in particular OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.

Prepared by	John Kirk  17/6/2002
Crown Accredited Supplier	Opus International Consultants Ltd, Dunedin

Peer reviewed by G Patrick



17/6/2002

LAND STATUS REPORT for Mt Soho				LIPS Ref 12583
Property	1	of	1	

Notes: This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6 paragraph 6.

This lease contains the following special conditions: -

- "That the Crown reserves the right to create a walkway in the Motatapu Valley without compensation."
- "That the Crown reserves the right to rationalise the boundaries of the lease without compensation."
- A field inspection may be required to ascertain if Soho Creek, The balance of the Arrow River, Motatapu River (South Branch), Tui Creek, Gala Burn, Rankle Burn, Glade Burn, Golspie Burn and other streams within this pastoral lease could be subject to Section 24 of the Conservation Act 1987. The Crown Land reserved from sale Section 58 Land Act 1948 along the bank of the Arrow River is now deemed to be a marginal strip of the same width (s. 24(3) Conservation Act 1987 effective date 10/4/90) the boundaries of the marginal strip do not change (s.24G (7) Conservation Act 1987).
- Section 1, Block V, Knuckle Peak Survey District [CT OT69/144] is a freehold section contained within the peripheral boundary of this Pastoral Lease. The proprietor of this land is P G Rose.

LAND STATUS REPORT for Mt Soho				LIPS Ref 12583
Property	1	of	1	

Research Data: Some Items may be not applicable

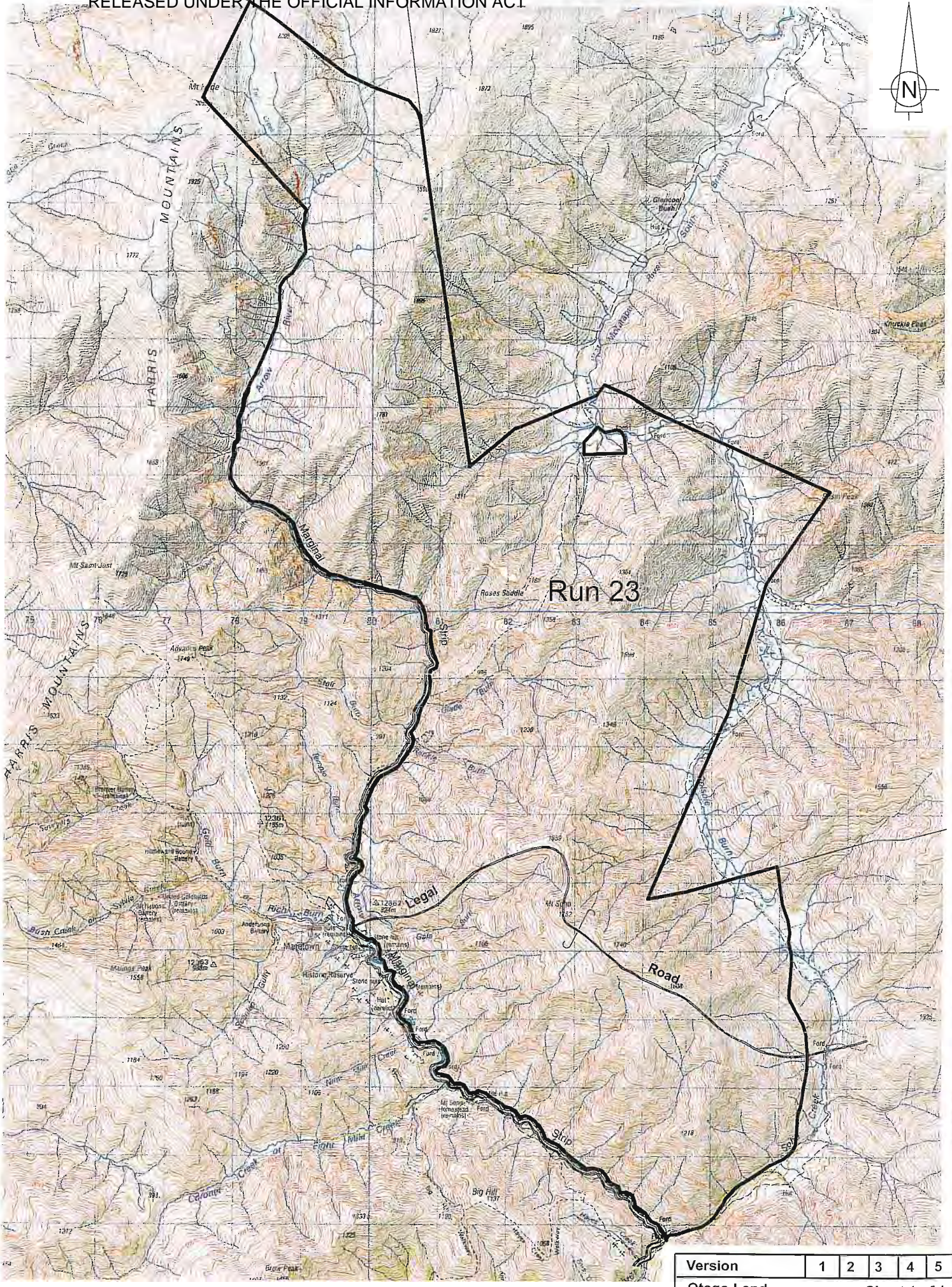
SDI Print Obtained	Yes
NZMS 261 Ref	F40 F41
Local Authority	Queenstown Lakes District
Crown Acquisition Map	1848 Kemp Purchase
SO Plan	<p>Sighted but not relevant to status- SO 2082- (Topo), SO 7260- (Survey Control)</p> <p>Roll Int 1880 Runs- Not sighted microfilms not in file</p> <p>SO 4736- Section 1 Block V Knuckle Peak Survey District [November 1876]</p> <p>SO 6513-Mining Plan [December 1880] (In the bed of Arrow River)</p> <p>SO 6765- Mining Plan Section 18 Block XIV Shotover and Section 8 Block III Soho Survey District [June 1900] (In the bed of the Arrow River)</p> <p>SO 6678- Mining Plan Section 11 Block XIV Shotover Survey District [December 1885]</p> <p>SO 6683- Mining Plan Section 6 Block XIV Shotover Survey District [May 1881]</p>
Relevant Gazette Notices and / or Computer interest register.	Gazette 1980 page 912 Macetown Historic Reserve [adjacent to this pastoral lease].
CT Ref / Lease Ref	<p>OT15B/734- current pastoral lease.</p> <p>OT3C/528- pastoral occupation licence [Cancelled].</p> <p>OT1D/546- pastoral occupation licence [Cancelled].</p> <p>OT338/79-pastoral occupation licence [Cancelled].</p> <p>OT335/147-licence to occupy Crown Land for pastoral purposes.</p>
Plan Index	No Plan reference found for this Run
Legalisation Cards	Searched nothing found
Statutory Actions (Landonline)	No actions found
CLR	No card found

LAND STATUS REPORT for Mt Soho				LIPS Ref 12583
Property	1	of	1	

Allocation Maps (if applicable)	Adjoining DOC allocation D*F40*15*CO cons unit number F40002 North Motatapu Con. Area [adjoining land] Not SOE or other SOE allocations found
VNZ Ref - if known	29073/100 29072-14700
Crown Grant Maps	Not applicable
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) Section 58 of the Land Act 1948 b) 18 March 1965 [shown on Pastoral Occupation Licence under the Land Act 1948] c) Not shown on any survey plan
If Crown land – Check Irrigation Maps.	Searched noting found
Mining Maps	OT9D/468 F41 – 8 & 6 Reference 41/214 R J Swale Expires 23/12/2003. [Adjoins this pastoral lease]. Gold Fossicking Area GFA 22 Arrow River being a strip of land 20 metres either side of and parallel to the centre line of the Arrow River as shown on SO 23003.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plan not applicable b) Proc Plan c) Gazette Ref
Other Relevant Information a) Concessions – Advice from DOC or Knight Frank.	a) The Department of Conservation has been consulted and no Conservation area status land has been identified within the boundary of this property. • On 1 st January 2000 [for a term of 5 years] Motatapu Tourist Adventures where granted a recreation permit under Section 66A of the Land Act 1984 on the terms and conditions outlined in the permit for four wheel drive, motor biking and tramping operation's.

LAND STATUS REPORT for Mt Soho		LIPS Ref 12583
Property	1	of 1

b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998	b) Nothing found
c) Mineral Ownership	c) Either <input type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under 1848 Kemp purchase
d) Other Info	d)



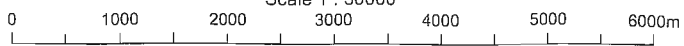
Run 23

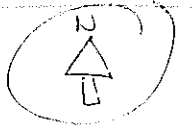
Legal

Road

Strip

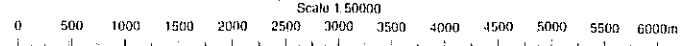
Version	1	2	3	4	5
Otago Land District	Sheet 1 of 1				
NZMS 260 F40 & F41	Date 07/05/2002				





Mt Solo

Scale 1:50000



F40 F41



COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952



Historical Search Copy


R.W. Muir
Registrar-General
of Land

Identifier **OT15B/734**
Land Registration District **Otago**
Date Registered 04 November 1993 10:38 am

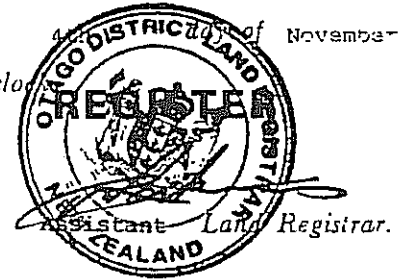
Prior References
OT3C/528

Type	Lease under s83 Land Act 1948	Term	33 years commencing on the 1st day of January 1982
Area	7901.8918 hectares more or less		

Legal Description Run 23

Original Proprietors
Roger Francis Monk

Interests



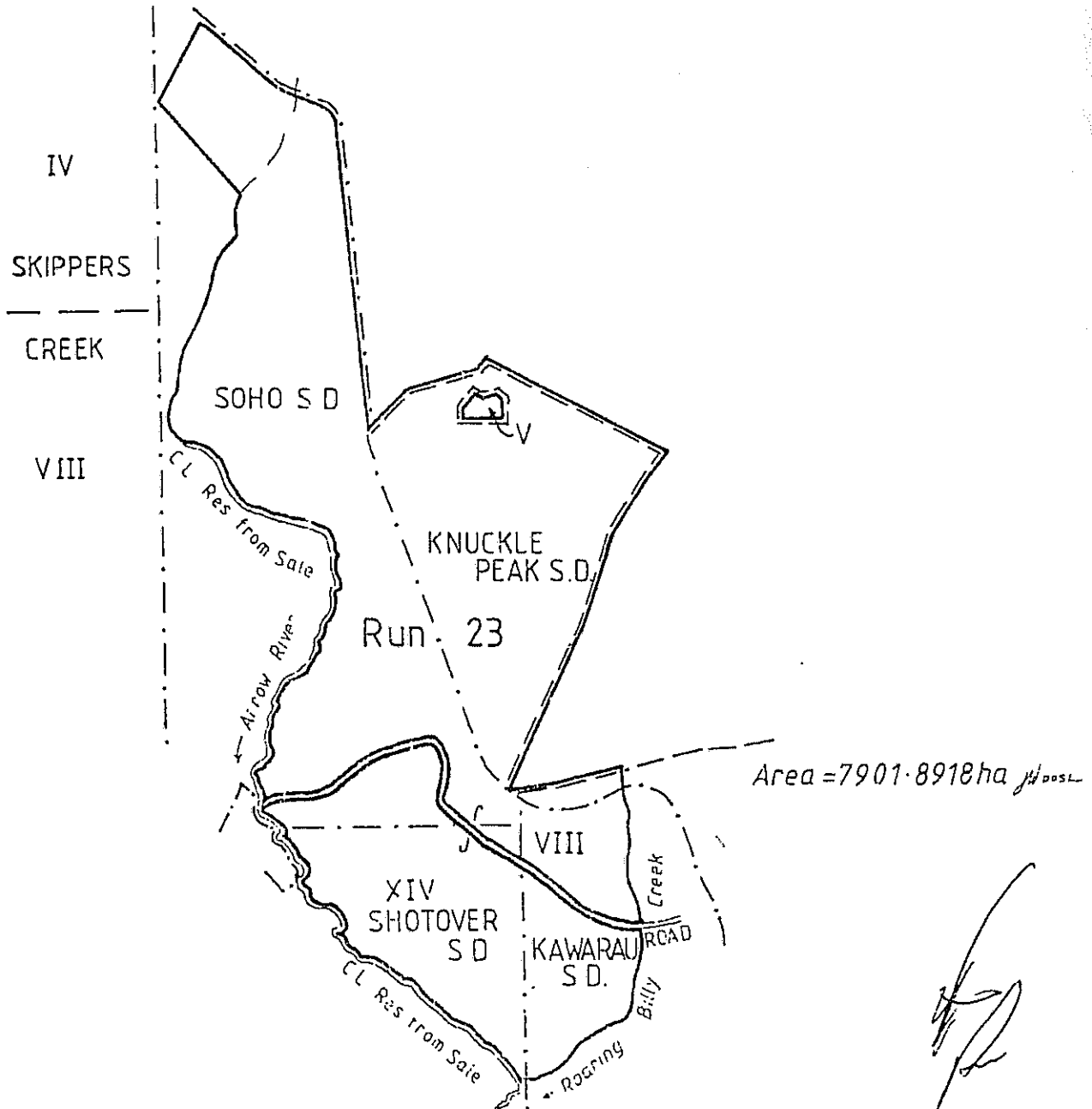
15B/734

Pastoral Lease under the Land Act 1948

This Deed, made the 20 day of September 1981 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and ROGER FRANCIS MONK of Arrowtown Farmer and MARY KAYE MONK his wife.

(hereinafter referred to as "the Lessee"), of the other part: WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee, all that parcel of land containing by estimation 7901.8918 ha more or less, situated in the Land District of Otago, and being Run 23, Soho, Knuckle Peak, Shotover and Kawarau Survey Districts.

as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights,



15B/734

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cases, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of 33 years, commencing on the 1st day of January 19 82, together with the period between the date of this lease and the aforesaid 1st day of January 19 82, together and paying therefor for the first 11 years of the said term unto the Department of Lands and Survey at Alexandra the annual rent of \$2025.00 payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said period of 11 years, and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 66 (4A) of the Land Act 1948. AND also paying in respect of the improvements specified in the Schedule hereto the sum of \$ [redacted] by a deposit of \$ [redacted] (which has already been paid) and thereafter by half-yearly instalments of \$ [redacted] on the 1st day of January and the 1st day of July in each and every year.

REGISTER

AND the Lessee doth hereby covenant with the Lessor as follows:

1. That without derogating from or restricting the covenants contained and implied in this lease and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the land hereby demised more than 2800 dry sheep which number shall not include more than ~~breeding ewes not more than~~ cattle which number shall not include more than ~~breeding cows~~ PROVIDED HOWEVER that the Lessee may with the prior written consent of the Land Settlement Board carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Land Settlement Board to revoke or vary such consent at any time.
2. That the Lessee will at all times farm the land hereby demised in a manner to promote soil conservation and prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941.

AND it is hereby agreed and declared by and between the Lessor and Lessee:

THAT pursuant to the provisions of the Noxious Animals Act 1956 officers and employees of the New Zealand Forest Service and other authorised persons shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Service is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers, employees, and other authorised persons in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pastoral land under Section 66 of the Land Act 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN

IN WITNESS whereof the Commissioner of Crown Lands for the said Land District, on behalf of the Lessor, has hereunto set his hand, and these presents have also been signed by the said Lessee

Signed by the said Commissioner on behalf of the Lessor, in the presence of—
 Witness: Bullen
 Occupation: Pastoral Administration Officer
Department of Survey and Land Information
 Address: Wellington

[Signature]
 Commissioner of Crown Lands

Signed by the above-named Lessee, in the presence of—
 Witness: [Signature]
 Occupation: [Signature]
 Address: [Signature]

[Signature]
 Lessee

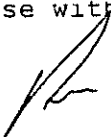
REGISTER

Signed by the above-named Lessee,
in the presence of)
Witness: _____
Occupation: Caric
Address: Osward

[Signature]
Lessee

3. That the Crown reserves the right to create a walkway in the Motatapu Valley without compensation.
4. That the Crown reserves the right to rationalise the boundaries of the lease without compensation.

REGISTER



Interests at date of issue:

504954/2 Mortgage to John Douglas Dagg -
11.10.1978 at 9:15am

DISCHARGED
27 MAY 1994
A.L.R.

543706 Land Improvement Agreement under
the Soil Conservation and Rivers Control
Act 1947 - 22.10.1980 at 2:28pm

DISCHARGED
27 JUN 1992
A.L.R.

832247/3 Mortgage to Trust Bank Otago,
Limited - 18.6.1993 at 10:07am

DISCHARGED
21 1993
A.L.R.

832247/5 Memorandum of Priority ranking
Mortgage 832247/3 as first Mortgage and
Mortgage 504954/2 as second Mortgage -
18.6.1993 at 10.17am


A.L.R.

853259/1 Transfer to Roger Francis Monk
of Arrowtown farmer - 14.4.1994 at 9.09am

Jumavett
A.L.R.

853259/2 Mortgage to Mary Kaye Monk -
14.4.1994 at 9.09am

DISCHARGED
21 1994
A.L.R.

Jumavett
A.L.R.



Former Ref. Vol. 1D fol. 546

20th day of September

L. & S. Ref. No. 0.61

1968, at 2.30 o'clock.

REGISTERED IN THE LAND REGISTRY
OFFICE BUT NOT UNDER THE LAND
TRANSFER ACT.



Pastoral Occupation Licence under the Land Act 1948

Assistant
Otago

The Land Settlement Board (hereinafter referred to as "the Licensor") doth hereby license and authorise
JOHN DOUGLAS DAGG of Arrowtown, Farmer

(hereinafter referred to as "the Licensee") to occupy all
that parcel of land containing by estimation 19,808 acres 1 rood 11 perches
more or less, situated in the Land District of Otago and being Section 7, Block X,
and Run 37, Shotover Survey District and Run 23, Soho, Knuckle Peak, Shotover and Kawarau
Survey Districts
as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights

159256 Mortgage to the Bank of New
Zealand - 11.3.1955 at 11.36am.

[Handwritten signature]
A.L.R.

399100 Mortgage to The State
Advances Corporation of New Zealand
A 15.2.1973 at 12.22pm and entered
30.4.1973

[Handwritten signature]
A.L.R.

399101 Memorandum of Priority
ranking Mortgage 399100 as a
first Mortgage, and Mortgage
159256 as a second Mortgage
15.2.1973 at 12.22pm

[Handwritten signature]
A.L.R.

399101 Memorandum of Priority ranking
Mortgage 399100 as a first Mortgage
and Mortgage 159256 as a second
Mortgage produced 15.2.1973 at 12.22pm
and entered 30.4.1973

[Handwritten signature]
A.L.R.

470620 Surrender of the within
Licence as to Run 37 (114.25ha) and
section 7 shown hatched black on diagram
hereon - 14.12.1976 at 2.11 pm

[Handwritten signature]
A.L.R.

470621 Lease of Run 23 to Roger
Francis Monk and Mary Kaye Monk.
Term 5 years from 1st July
1976 with renewal clause -
14.12.1976 at 2.12 pm

[Handwritten signature]
A.L.R.

(D)
(N)
(D)
(C)
(D)

1-6-78

EQUIVALENT METRIC
 AREA IS 8016.1422 ha
 $\frac{114 \cdot 2504}{7901 \cdot 8918} \text{ ha}$

SOHO S.D.

KNUCKLE PEAK S.I.

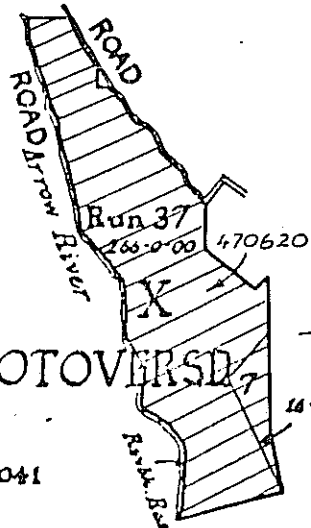
Riverbank Res
 Arrow River

Run 23
 19,526-0-00

ROAD

Scale: 80 Chains to an inch

XIV SHOTOVER S.D. VIII KAWARA S.D.



Total Area: 19,808-1-11

SHOTOVER S.D. 14-1-11

Scale: 160 Chains to an inch

10th day of March

CANCELLED
1965, at 2.50 o'clock.

REGISTER.

Pastoral Occupation Licence under the Land Act 1948

W E Hughes
Assistant Land Registrar

The Land Settlement Board (hereinafter referred to as "the Licensor") doth hereby license and authorise
JOHN DOUGLAS DAGG of Arrowtown, Farmer,

..... (hereinafter referred to as "the Licensee") to occupy all that parcel of land containing by estimation 19,808 acres 1 rood 11 perches more or less, situated in the Land District of Otago, and being Section 7, Block X and Run 37, Shotover Survey District and Run 23 Soho, Knuckle Peak, Shotover and Kawarau Survey Districts as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights,

Mortgage 159256 to The Bank of New Zealand - 11.3.1955 at 11.36 am.
W E Hughes
A.L.R.

New Pastoral Occupation Licence issued for the within land
3C/528
W E Hughes
A.L.R.

DUPLICATE DESTROYED
19/2/1969

DISTRICT LAND REGISTRAR
CANCELLED
OTAGO NEW ZEALAND

No. 10,546

SEARCHED
21-6-78

SOHO S.D.

KNUCKLE PEAK S.D.

Riverbank Res.
Arrow River

EQUIVALENT METRIC
AREA IS 8,016.1422 ha

Run 23
19,526-0-00

ROAD

Scale: 80 Chains to an inch

XIV SHOTOVER S.D. VIII KAWARAU S.D.



Total Area: 19,808-1-11

60.13041

Scale: 160 Chains to an inch

RELEASED UNDER THE OFFICIAL INFORMATION ACT
cases, and appurtenances thereto belonging for a term of ~~three (3) years~~ ²¹⁻⁶⁻⁷⁸ commencing on the 1st day of July 1964, together with the period between the date of this licence and the aforesaid 1st day of July 1964; YIELDING and paying therefor unto the Department of Lands and Survey at Dunedin the annual rent of £ 64. - - - payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year of the said term. ~~AND also paying in respect of the improvements specified in the Schedule hereto the sum of £ - - - - - by a deposit of £ - - - - - (which has already been paid) and thereafter by - - - - - half-yearly instalments of £ - - - - - on the 1st day of January and the 1st day of July in each and every year~~

AND subject also to the following terms and conditions:

1. THAT without derogating from or restricting the covenants contained and implied in this licence and on the part of the Licensee to be performed or complied with the Licensee will not at any time during the said term depasture on the land hereby demised more than 2,800 sheep ~~which number shall not include more than - - - - - breeding ewes or more than - - - - - cattle which number shall not include more than - - - - - breeding cows~~ PROVIDED HOWEVER that the Licensee may with the prior written consent of the Licensor carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Licensor to revoke or vary such consent at any time.

2. THAT the Licensee will at all times farm the land hereby demised in a manner to promote soil conservation and prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941.

AND it is hereby agreed and declared by and between the Licensor and the Licensee:

THAT pursuant to the provisions of the Noxious Animals Act 1956 officers and employees of the New Zealand Forest Service and other authorised persons shall at all times have a right of ingress, egress and regress over the land comprised in this licence for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums or other animals which the said Service is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers, employees and other authorised persons in the performance of the said duties shall at all times avoid undue disturbance of the Licensee's stock.

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Occupation Licence of pastoral land under section 66 of the Land Act 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such licences shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

3. THAT the Licence is subject to Section 8, Coal Mines Amendment Act 1950.

~~SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN~~

Assistant
IN WITNESS whereof the Commissioner of Crown Lands for the said Land District, on behalf of the Licensor, has hereunto set his hand, this 1 day of March 1964, in the presence of—

Witness: Johnson
Occupation: Public Servant,
Address: Lands & Survey Dept, Dunedin.

[Signature]
Assistant Commissioner of Crown Lands.

I, the within named Licensee, hereby accept this Licence on the terms and conditions specified herein and in witness thereof have hereunto set my hand in the presence of—

Witness: [Signature]
Occupation: Acting Pastmaster.
Address: Brownstown.

[Signature]
Licensee.

Previous file PR 1471
License was granted amounting to 22 3/4

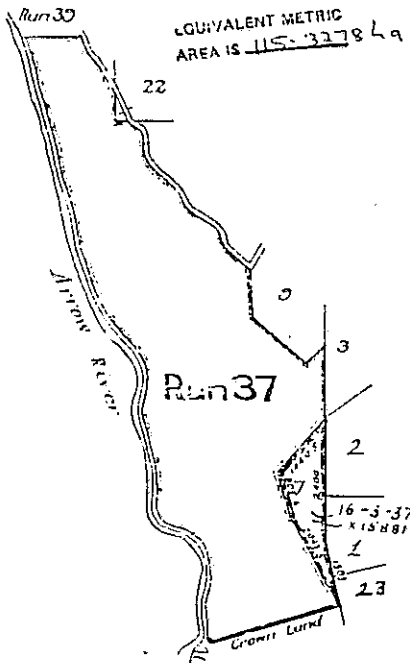
PLAN OF RUN No. 1841.



License to occupy Crown Lands for Pastoral Purposes.

Block X Shotover District

268 acres
19-1-17 K15941
26A-3-37



Surrounded Area.

Whereas ROBERT WILLIAM MUTTER ARROWTOWN FARMER has acquired, under the provisions of the Land Act, 1924, a license to occupy for Pastoral Purposes all that of Crown lands containing by estimation two hundred and sixty-eight (268) acres, more or less, and being Run number ed Thirty-seven (37), Wakatipu, situate in the County of Lake, in the Land District of Otago as the same is delineated on the plan in the District Lands and Survey Office, shown in the margin hereof, and has paid the sum of Three pounds sixteen shillings and threepence (£ 3 : 16 : 3d), being the first half-year's rent in advance for such Run: The ROBERT WILLIAM MUTTER is used to occupy the said land for pastoral purposes for the term of thirty-five (35) years, to be computed from the 1st day of March 1929 to all the provisions and conditions of the Land Act, 1924, so far as applicable hereto, and subject also to the payment of annual rent of Seven pounds twelve shillings and sixpence (£ 7 : 12 : 6d), in equal parts, half-yearly in advance, on the first day of March and the first day of September each and every year, payment for the first half-year's rent having already been made, and the next of such half-yearly payments to be made on the first day of September, 1929.

- Subject also to the conditions following, viz.:-
- (1) That if the licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to be given or taken any negotiable security for the purpose of defeating or evading the provisions of, or shall in any way whatsoever directly or indirectly contravene or be privy to a fraud upon, the Land Act, 1924, this license shall be liable to be forfeited and revoked;
 - (2) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 260 of the Land Act, 1924;
 - (3) That the licensee shall prevent the growth or sward of gorse, broom, and sweetbrier on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all gorse, sweetbrier, and other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands;
 - (4) That the licensee shall not burn any tussock on the land comprised in this license, or permit any tussock to be burned save with the prior consent in writing of the Land Board of the Otago Land District; and
 - (5) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.

This License is issued as a renewal of Pastoral License No. 1471, in terms of Section 282 of the Land Act, 1924.

And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1924, and the provisions of that Act applicable to such licenses shall apply hereto as fully and effectually as if the same had been set out herein at length.

In witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Otago Land District, hath hereunto set his hand, this first day of March, 1929.

Scale: 20 chains = 1 inch.

ROBERT WILLIAM MUTTER the above-named licensee, hereby accept this license in the terms and conditions specified therein.
Signed in presence of H. J. Lewis

“RELEASED UNDER THE OFFICIAL INFORMATION ACT”

SEARCHED
INDEXED
Date
COPY

270857 The area of section 7 has been
surveyed and is now 16 acres and
11 parcels and contains 37 new
contains 266 acres of woods, scrubby
W. Stearns
15.3.1961
10/546 Pastoral Occupation License
issued for Wilton Land - 10.3.1965
at 2.50 PM. - se - W ALL

P.R.1051.

Dated 1st March, 1969.

THE
COMMISSIONER OF CROWN LANDS

WILSON

ROBERT WILLIAM MUTTER.

PASTURAGE LICENSE.

Staff
Lynn
11 June 1961

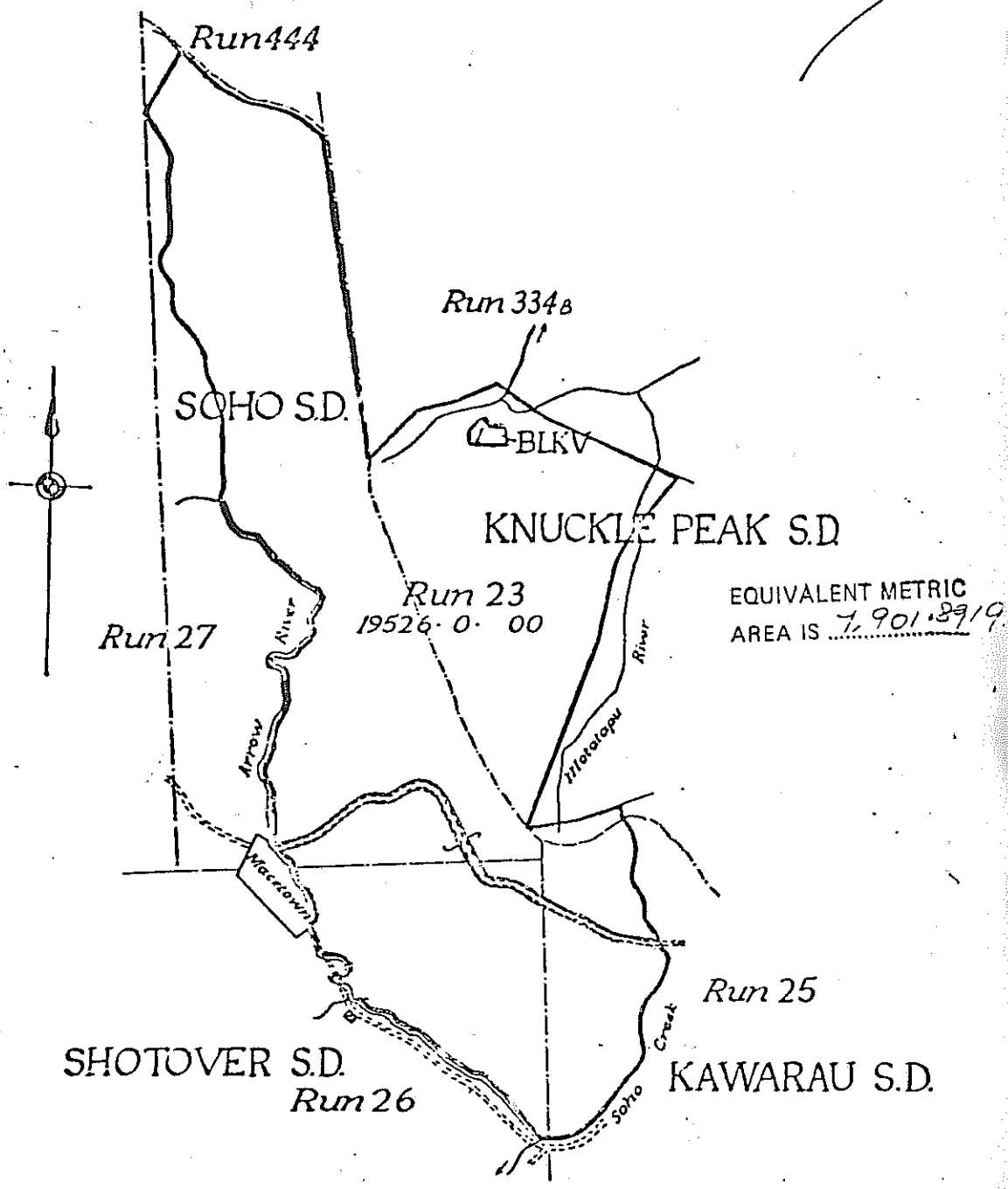
Robert William Mutter, c/o
Maurice Mayors & Pittman, c/o
11 June 1961
The land of the Crown District has
been granted to the within
mentioned person for the purpose
of pasturing the land.

The land of the Crown District has
been granted to the within
mentioned person for the purpose
of pasturing the land.

10/546 Pastoral Occupation License
issued for Wilton Land - 10.3.1965
at 2.50 PM.

10/546 Pastoral Occupation License
issued for Wilton Land - 10.3.1965
at 2.50 PM.

21-6-78
326/79



Run 23, Soho, Knuckle Peak, Shotover, & Kawarau Survey Districts.

Scale: 80 Chains to an Inch.

W.H.L.

B.V.S.S.

338/79

4) THAT the licensee shall have no right of acquiring the fee simple of the said land...

J.M.Y.
A.L.R.

See below
 (1) THAT the licensee shall have no right of acquiring the fee simple of the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the terms and conditions hereof...
 (2) THAT this licence is intended to take effect as a pastoral occupation licence under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder shall apply to the licensee in all respects upon the licensee in the same manner as if such provisions had been fully set out herein.

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SCHEDULE
IMPROVEMENTS BELONGING TO THE CROWN AT THE DATE OF THIS LICENCE

(d) THAT the Licensee shall be deemed not to have failed to use due care in attending, or to have overstocked as the number of sheep depastured on the said land does not exceed 7.75 units in increase of ten per cent carrying capacity on which is based the rent herebefore reserved, but the Commission may by notice in writing permit the Licensee to depasture thereon any greater number should he deem it advisable or expedient so long as any permission so granted shall be subject to revocation or amendment by the Commission at any time and in the event of a transfer. Any variation connected to by the Commission shall not affect the rent payable.

J.M.Y.
A.L.R.

In witness whereof the Commissioner of Crown Lands for the Land District of Otago, hereunto set his hand this first day of March, 1951, in the presence of -

on behalf of the Land Settlement Board
A. C. Haase
 Commissioner of Crown Lands

Witness: D. K. Campbell
 Occupation: Clark, Land Surveyor, Department of Lands
 Address: Dunedin

I, the withinnamed Licensee, hereby accept this licence on the terms and conditions specified herein and in witness thereof have hereunto set my hand and seal in the presence of -

Witness: W. J. Gillies
 Occupation: Clark, Land Surveyor, Dept. of Lands
 Address: Dunedin

Registered 27 March 1949
 Right of Lien to George
 Great Hamilton Keller
 Keller

172893?

Transfer No. 172893, Hugh McLean to John Douglas Day of Arrowtown produced 11th March 1955 at 11.30 a.m.
 J.H. Day A.L.R.

Mortgage No. 159256 John Douglas Day to Bank of New Zealand produced 11th March 1955 at 11.35 a.m.
 J.H. Day A.L.R.

10/546 Pastoral Occupation licence issued for the within land - 18.3.1965 at 2.50 PM.
 A.L.R.